

Event Details						
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type	Auction Status
MSTC/PTN/CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY/1/Bihar/23-24/35968  Event Type : General e-Auction   RCM NO	2023-12-18::12:00:00	2023-12-18::16:00:00	2023-11-25	2023-12-17	No EMD	Not Activated

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY	Bihar	Hajipur Industrial Area	Hajipur	INDIA	9325687901		hajipur@ci pet.gov.in	Shri Manoj Kumar Mandal

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location	Bid Valid Till (DD-MM-YYYY)
LOT No. 01 LOT Name. One Lot of Machinery Items	<b>One Lot of Machinery Items</b>  <b>CLICK HERE FOR ITEMS DETAILS</b> Location:- AS PER ANNEXURE  Contact Person:- AS PER ANNEXURE  <b>Note:- AS IS WHERE IS BASIS BUYER MUST INSPECT THE MATERIALS BEFORE BIDDING.</b>	1.0 LOT	18.0	AS PER ANNEXURE State :Bihar	17-01-2024

This E-Auction sale is governed by the GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND THE SPECIAL TERMS & CONDITIONS (STC) of the e-auction.

**In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede others in the particular e-auction.**

Print/Signed copies of AL/DO will not be issued. Digitally Signed copies AL/DO will be sent by email only, Bidders in their own interest should check their e-mail regularly regarding any communication related to the specific e-auction.

MSTC will not be responsible for deactivation of the bidders log in because of delay in receipt of communication from the seller/Principal regarding receipt of EMD in sellers account. In case the bidders log in is deactivated because of delay in communication from the seller, then bidder will directly take up the matter with the seller for giving communication to MSTC regarding receipt of EMD in their account. MSTC will issue AL/SO and activate log in of the buyer (in case it is deactivated) on getting written communication from registered official email of the seller. MSTC will not be responsible for delay in issue of delivery order or imposition of penalty because of delay in receipt of communication from the seller/Principal regarding receipt of the balance material value in sellers account. In case late payment charges become applicable because of delay in communication from the seller, then bidder will directly take up the matter with the seller for giving communication to MSTC regarding issuance of DO with or without late payment charges. MSTC will issue DO on getting written communication from registered official email of the seller regarding receipt of balance material value in their account and decision of seller regarding waiver of late payment charges (in case of delayed communication from the seller) will be final.

1.0 E-auction bids are invited for sale of above items on **As is where is basis** and "**no-complaint**" basis. Any quality/quantity issues will not be entertained post auction.

2.0 The word SELLER/PRINCIPAL wherever appearing means **CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY, Bihar** or its authorized representative.

3.0 The word MSTC wherever appearing means the **MSTC LIMITED, PATNA** hereinafter referred to as SELLING AGENT OF SELLER.

4.0 The Word BIDDER wherever appearing means, firm or Company or any person duly registered with MSTC for the purpose which is interested in participating and purchasing the materials put up for sale in this e-auction.

5.0 The Word PURCHASER/BUYER wherever appearing means, firm or Company or any person duly registered with MSTC for the purpose, whose rate has been accepted by the SELLER/PRINCIPAL and the sale order has been issued in his/her favor.

6.0 The Auction Catalogue appearing on the day of e-auction under VIEW LIVE E-AUCTION will be final and may be downloaded.

7.0 E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as

(IST) Indian Standard Time only.

8.0 The Buyers/Bidders who are interested to purchase the product under sale through e-auction should get themselves registered with MSTC as buyer for e-auctions before commencement of e-auctions.

9.0 RATE: - The Bidder shall quote/offer online their bids as per the UOM (Unit of Measurement) displayed during live auction. Rates submitted are exclusive of applicable levies. Applicable levies and duties during the pendency of the contract will be charged extra as ruling on the date of dispatch. Any increase/decrease in levies etc or imposition of any new duties & taxes by Statutory Authorities would be on the account of successful bidder(s) and payable by the successful bidder(s).

10.0 CONTACT PERSONS:

10.1. Seller/Principal Details: **Shri Manoj Kumar Mandal, Tel No- 9325687901, e-Mail: hajipur@cipet.gov.in**

10.2 **MSTC LIMITED, PATNA: Shri Mayank Kumar (Dy Manager), Mobile no- 8269000225, Contact no.-0612-2506169, eMail- ptnopn3@mstcindia.in/Sh.Prashant Maviya, AM, Patna, PHONE NO.: 0612-2506169, pmalviya@mstcindia.co.in.**

**Helpdesk No. is 033-22901004 e-mail id: helpdeskho@mstcindia.in**

**Address:** MSTC Limited, (A Government of India Enterprises), 3rd Floor, DCM cum MRT Building SBPDCL, Road No-01, D P Rai Path, Near R Block, Patna, Bihar, PIN-800001

11.0 The Auction catalogue displayed under view forthcoming auctions on MSTC's e-auction website is tentative and subject to change at the sole discretion of MSTC/Seller before the start of e-auction. Bidder(s) should, therefore, download the Auction Catalogue including material list and STC displayed in live auction floor for their record purpose, if required, and bid accordingly.

12.0 MSTC/Seller shall have the right to issue addendum to the GTC or BSTC or STC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

### 13.0 INSPECTION OF LOT/DATE OF E-AUCTION:

13.1 For inspection of materials, the interested Bidders may contact the stock holder as per inspection schedule given in the Auction Catalogue.

13.2 The interested bidders on displaying MSTC e-auction Photo ID Card to the PRINCIPAL will be permitted to inspect the lots which are at respective places shown above in the presence of concerned Officer or designated contact person. Any clarification required may be sought by the Bidders from the PRINCIPAL at the time of inspection, and no dispute regarding the material or its physical conditions / location will be entertained post auction.

13.3 For inspection of materials, the seller/company name, date of commencement of inspection, name of contact official with their contact details are as mentioned above.

13.4 The buyer has to satisfy himself about the quality, quantity, duration (old or new) and conditions of the materials, discrepancy if any is to be brought to notice of Seller/MSTC at least 7 days prior to the scheduled date of auction.

13.5 The auctioned items are being sold as SCRAP through e-auction. PHOTOS OF LOTS (IF ANY) MENTIONED IN ANNEXURE OF AUCTION IS STRICTLY FOR REFERENCE PURPOSE ONLY. BUYERS HAVE TO INSPECT THE MATERIAL THOROUGHLY AND SATISFY THEMSELVES ABOUT THE NATURE, OTHER PROPERTIES, IF ANY, BEFORE SUBMITTING THE BID. MSTC/PRINCIPAL WILL NOT BE RESPONSIBLE FOR ANY COMPLAINT IN THIS REGARD

14.0 MSTC/Seller reserves right to stop/postpone/cancel the e-auction at any stage without assigning any reason there for.

15.0 MSTC/Seller reserves right to modify/alter/cancel any of the above-mentioned Terms and Conditions pertaining to the e-auctions as and when required.

### 16.0 BIDDING PROCESS: -

(i) The bid value shall be the basic price of the material exclusive of all applicable levies, Duties etc., quoted as per the Unit of Measurement (UOM) in INR.

(ii) Each e-auction lot is a separate entity for bidding. Bidders have to bid separately for each auction lot.

(iii) Auto Extension: E-Auction period will normally be of 4 (four) hours duration subject to automatic extension. If any bid is received during the last 8 (eight) minutes before scheduled close of auction for any lot, its close time will get automatically extended by 8 minutes from the time of last bid in order to give equal opportunity to all bidders. Bidding will close for a particular lot either at the scheduled close time or a period of 8 (eight) minutes during which no bid has been recorded, whichever happens later.

iv) Bid Increment: During normal and in the extended period of e-auction, bidders can increase bid minimum by Rs.1/- (One)/UOM or in multiple of Rs.1/- (One)/UOM or according to the minimum bid increment amount specified in STC.

v) Auto bid facility: In the e-auction, a bidder may give instruction to the computer to increase his bid by a fixed amount by clicking on the Auto bid button. Once the bidder clicks on the Auto bid button, the computer will ask for incremental value and maximum amount he is willing to bid. The bidder has to fill up these values and submit.

17.0 SELLER/MSTC will not provide any computer terminal to bidders to submit their bids.

18.0 The buyer(s) should not transfer the offer awarded to him/her/them to others and also no sub-contract is allowed. In case of deviation of any of the e-auction conditions, the offers shall be cancelled besides forfeiting the deposit amount and imposing penalty as decided by SELLER or its authorities.

19.0 E-AUCTION RESULT/STATUS: It must be personally seen by the Bidders online through the link Auction Lot Status immediately after closing of e-Auction which will be displayed up to 7 (Seven) days from the date of Closing of e-Auction (excluding the date of closing of e-Auction) and payment of Post-Bid EMD must be made accordingly. Immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Successful Bidder. The bidders must always keep their registered email account valid, failing which bidders will be liable for non-compliance of payment/delivery instructions if issued by MSTC/SELLER from time to time.

20.0 It is the responsibility of the bidder to verify the status of his bids and pay the post bid EMD accordingly.

21.0 PAYMENT OF post bid EMD: Successful Bidders/Buyers, for accepted lots, have to deposit the post bid EMD, within 7 days from the date excluding the closing of e-auction. The buyer has to deposit POST BID EMD equivalent to 10% of quoted Basic value of the accepted lots & for the lots accepted from STA directly to MSTC e-payment link available in their login.

Acceptance Letter will be issued only after receipt of EMD.

**Buyers are requested to positively inform the details of the payments made through email so that there is no delay or confusion in the process of issuance of the Sale Order or Delivery Order.**

If the last date of payment happens to be the Bank/MSTC Holiday, the payment will be accepted on the next working day without late payment charge.

21.1 This post bid EMD in any case shall not carry any interest and the same shall be adjusted towards the balance material value OR in the final installment if installment payment is acceptable and is mentioned in the STC.

21.2 For Lots under STA Post Bid EMD is to be submitted after the lot is approved by the seller.

21.3 Non-payment will result in automatic deactivation of Bidders Password.

21.4 Although immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Successful buyer. It must be noted by the Bidders that such Sale Intimation Letter will be issued by MSTC only for the purpose of record and payment of Post-Bid EMD will have to be made within the stipulated time. Buyers must, therefore keep a watch on their incoming e-mail. No hard copy of the Sale Intimation Letter (for Confirmed or STA) will be issued by MSTC.

DEFAULT IN PAYMENT OF POST BID EMD: In case the successful Bidder fails to pay post bid EMD, the buyers login will be de-activated from participating in all e-Auctions conducted through MSTC Ltd across India irrespective of sellers for a minimum period of 6 (six) months. After expiry of this deactivation period and due considering their request for reactivation which will be at the sole discretion of MSTC Ltd, all facts including the number of PRINCIPALS / e-Auctions / Lots for which he had failed will be taken into account. The unsold Lot may be put up for re-Auction after receipt of confirmation from seller.

21.5 Acceptance letter will be issued by MSTC on receipt of Post Bid EMD. Acceptance letter will have details about payment of the balance material value and applicable taxes/duties(if any).It noted that Acceptance Letter will be issued by MSTC only for the purpose of record and payment of balance sale value along with taxes and duties must be made within the specified time. If the last date of payment happens to be the Bank/MSTC Holiday, the payment will be accepted on the next working day without late payment charge.

22.0 PAYMENT OF BALANCE SALE VALUE WITH TAXES AND DUTIES: In case of sold / confirmed lots the buyer will have to deposit balance material/Sale value as per Acceptance Letter within 22 calendar days from the date of acceptance of LOT, through e-payment link available in login.

Delivery Order will be issued only after receipt of the payment in MSTC a/c.

**Buyers are requested to positively inform the details of the payments made through email so that there is no delay or confusion in the process of issuance of the Delivery Order.**

23.0 DEFAULT IN PAYMENT OF BALANCE PAYMENT: In case of default in payment of the balance Sale Value within the prescribed time limits, the due payment may be made together with late payment charges @ 1% per week or part thereof calculated on the material Value plus GST for a period of two weeks. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes. Seller reserves the right, not to accept the payment of the Balance Sale Value with or without additional charges after expiry of due payment time as mentioned above. If the buyer fails to pay the balance material value along with applicable Duties and Taxes late payment charges within above mentioned due date, then Post bid EMD of particular lot will be forfeited.

24.0 DELIVERY ORDER: On receipt of balance payment towards sale value along with taxes and duties, delivery order will be issued indicating the delivery period as under: The period of delivery will be 30 calendar days counted from the date of issue of Delivery Order including date of issue of Delivery Order. If the last date of delivery happens to be the closed Holiday for seller, the delivery will be allowed on the next day without ground rent.

25.0 DELIVERY OF MATERIAL: For the purpose of taking delivery from the Seller's Location/Depot/Plant, the authorized representative of the Buyer i.e. the authorized Photo ID Card Holder should report to the Seller along with his original Photo ID Card or the said Photo ID Card Holder



may depute any other Representative along with Authority Letter on Buyers Letter Head after duly attesting the signature of his Representative along with a Self-Certified/Notarized Photocopy of his Photo ID Card. The successful Bidder/Buyer must take prior permission from the principal before placement of vehicle for taking delivery of material.

26.0 DEFAULT IN DELIVERY: In case of delay in lifting beyond the above specified period, ground rent @2% per week calculated on material value up to a period of 2 weeks will be charged by the seller in advance. In case the delay is beyond 2 weeks, the seller will have the option to grant further extension, in exceptional cases with/without additional ground rent, depending upon the circumstances for such delay or forfeit the entire amount paid towards this lot at their sole discretion.

#### 27.0 GENERAL:

a) VALIDITY OF BIDS: All Bids will be valid for acceptance by MSTC for a period of 30 days from the date of closing of e-Auction. In case the 30th day falls on a holiday or remains closed for MSTC, such Bids will be deemed to be automatically extended to be valid up to the next working day of MSTC.

b) PERIOD OF CONTRACT: Up to the validity period as mentioned in the Delivery Order issued by MSTC/Seller or up to the extended period of validity of the Delivery Order/Release Order in case the Delivery period is extended by the Seller.

c) CAUTION IN SUBMISSION OF BID: The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/Seller in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0s /No of Digits/Unit of Measurement etc.) / Rectify their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the 'Bid Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. During Live Auction, only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation / complaint in this regard will be entertained by MSTC / Seller from the Bidders.

d) UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE DELIVERY: Each Lot will have to be bid, sold and delivered on the basis of Unit of

Measurement (i.e., UOM) stipulated in the Material List displayed on the Auction Floor of View Live Auctions. Any representation/complaint from the Bidders for the Bid to be made/having been made on the basis of any other Unit of Measurement will not be entertained.

e) TAXES AND DUTIES: The GST rate, Cess or any other statutory Duty/Tax/Levy/Charge etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction.

28.0) REMOVAL OF SOLD MATERIAL: The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the Seller and no segregation/pick and choose of items from the sold Lots will be permitted. For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel at their own cost and shall keep the Seller fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc. They must follow all safety rules in this connection wherever applicable. The buyer shall be liable for any violation of such rules.

29.0) DISMANTLING OF MATERIAL FOR LOADING: In case any cutting permission is required for dismantling operations, the same will have to be obtained by the Buyers from the Seller's authorized representative and it will be sole discretion of the Seller to allow or not to allow such cutting permission. In case such permission is granted by the principal, such operation has to be undertaken at buyers cost and risk only, to the extent of facilitating the loading and transportation of the goods. They must follow all safety rules in this connection wherever applicable. The buyer shall be liable for any violation of such rules.

30.0) ACCIDENT DURING DISMANTLING / REMOVING / LOADING / TRANSPORTATION AT Sellers PREMISES: While dismantling/removing/loading/transportation of materials at sellers premises ,if any accident or damage to the property/life etc. arises by reason of any act of negligence /omission /default or non-compliance with any of the Terms Conditions of statutory regulations or rules and regulations applicable or otherwise on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of Seller or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Seller for such injury / for damage to person's property of such persons. The Bidder shall in such and event keep the Seller fully indemnified from any demand, claims or proceedings made by any party.

31.0 SALE OF HAZARDOUS WASTE TEMS:

31.1) Sale of Hazardous Waste items, namely Waste/used Oil and specified categories of Non-Ferrous Metal Waste will be governed by the Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, of the Central Government. Under Rule 7 (sub-rule 6) of the Hazardous Wastes Rules, in case of transport of hazardous wastes to a facility for treatment, storage and disposal existing in a State other than the State where hazardous wastes are generated, the occupier shall have to obtain No objection Certificate from the State Pollution Control Board or Committee of the concerned State or Union territory Administration where the facility is existing. Notarized copy of such NOC must be submitted before issue of delivery order within the specified time. The lots shall be delivered by the seller/owner to the successful MOEF/CPCB/SPCB registered buyers after receiving the above NOC and also making necessary endorsement in respect of the quantity transacted in the original letter of MOEF/CPCB/SPCB registration and Photostat copies of the endorsement shall be furnished to their State Pollution Control Board by the seller/owner.

31.2) Sale of Batteries shall be governed by the Batteries (Management and Handling) Rules, 2001 and its subsequent amendments (if any) of the Central Government. The lots shall be delivered by the seller/owner to the successful MOEF/CPCB/SPCB registered buyers after making necessary endorsement in respect of the quantity transacted in the original letter of MOEF/CPCB/SPCB registration and Photostat copies of the endorsement shall be furnished to their State Pollution Control Board by the seller/owner.

31.3) Sale of e-waste shall be governed by the e-waste (Management and Handling) Rules, 2011 and its subsequent amendments (if any) of the Central Government. For Hazardous waste like e-waste, only those firms, which are registered as Recycler/dismantler of HAZARDOUS wastes/e-waste with ministry of Environment & Forest Central/State Pollution Control Board and fulfilling the conditions under rule 7 and 8 will be allowed to participate in the e-auction.

31.4) If the validity of Bidders MOEF/ CPCB/SPCB Certificate expired on the Starting Date of eAuction, then there is likelihood of his Password being deactivated. Therefore, interested bidder must ensure to produce a valid MOEF/CPCB/SPCB renewal certificate photocopy to MSTC along with its original for verification and return to get his Password duly activated before the Starting Date of e- Auction. Wherever after the award of the lot, validity of MOEF/CPCB/SPCB Certificate expired, the bidder must submit copy of such certificate duly renewed by MOEF/CPCB/SPCB within the stipulated time of payment of Balance Sale Value failing which the payment will not be accepted and the pre/post bid EMD whichever is higher will be forfeited.

32.0) The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

33.0) MSTC / Seller reserves the right to accept / reject any offer / bid, withdraw from sale, the materials offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof.